Amendment Number 3
to
Contract Number DIR-SDD-2020
between
State of Texas, acting by and through the Department of Information Resources
and
Synnex Corporation

This Amendment Number 3 to Contract Number DIR-SDD-2020 ("Contract") is between the Department of Information Resources ("DIR") and Synnex Corporation ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2, Term of Contract,** is hereby amended as follows:

    DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through January 31, 2016 or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) additional one-year term.

2. **Contract, Section 4, Pricing,** is hereby restated in its entirety as follows:

    Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payments, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

3. **Contract, Section 4, Pricing, A – H,** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts dated 02/04/15, Section 8. Pricing, Purchase Orders, Invoices, and Payments, as attached hereto.

4. **Contract, Section 6. Notification** is hereby restated in its entirety as follows:

    6. Notification
    All notices under this Contract shall be sent to a party at the respective address indicated below.

    If sent to the State:
    Dana L. Collins, CTPM, CTCM
    Manager, Contract and Vendor Management
    Department of Information Resources
    300 W. 15th St., Suite 1300
    Austin, Texas 78701
    Phone: (512) 936-2233
    Facsimile: (512) 475-4759
    Email: dana.collins@dir.texas.gov

If sent to the Vendor:
Edward Somers
Synnex Corporation
39 Pelham Ridge Dr.
Greenville, SC 29615
Phone: 800-456-4822 x4374
Facsimile: 864-289-4511
Email: txdir@synnex.com

5. **Contract, Section 7, Software License,** is hereby amended by adding **B. Conflicting or Additional Terms,** in its entirety as follows:

B. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

6. **Contract, Section 8. Intellectual Property Matters, A – L,** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts dated 02/04/15, Section 5. Intellectual Property Matters, as attached hereto.

7. **Appendix A, Standard Terms and Conditions For Product and Related Services Contracts,** is hereby restated in its entirety and replaced with the attached **Appendix A,** Standard Terms and Conditions For Product and Related Services Contracts dated 02/04/15.

8. **Appendix C, Pricing Index**, is hereby replaced in its entirety.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 3, then Amendment Number 2, then Amendment Number 1, and finally the Contract.

(Balance of this page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereby execute this Amendment Number 3 to be effective as of the date of last signature, but in all events not later than January 31, 2015.

Synnex Corporation

Authorized By: __Signature on File__

Name: __Daniel T Brennan__

Title: __Vice President & Senior Counsel__

Date: __April 10, 2015__

The State of Texas, acting by and through the Department of Information Resources

Authorized By: __Signature on File__

Name: __Dale Richardson__

Title: __Chief Operations Officer__

Date: __4/23/15__

Office of General Counsel: __David Brown 4-22-15__